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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/092,101	03/06/2002	Mark Hendricks Leymaster	17243-00043	9571
7590		08/08/2007		
John S. Beulick Armstrong Teasdale LLP Suite 2600 One Metropolitan Sq. St Louis, MO 63102			EXAMINER TRAN, QUOC A	
			ART UNIT 2176	PAPER NUMBER
			MAIL DATE 08/08/2007	DELIVERY MODE PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

**Advisory Action
Before the Filing of an Appeal Brief**

Application No.

10/092,101

Applicant(s)

LEYMASTER ET AL.

Examiner

Tran A. Quoc

Art Unit

2176

--The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

THE REPLY FILED 01 August 2007 FAILS TO PLACE THIS APPLICATION IN CONDITION FOR ALLOWANCE.

1. ☒ The reply was filed after a final rejection, but prior to or on the same day as filing a Notice of Appeal. To avoid abandonment of this application, applicant must timely file one of the following replies: (1) an amendment, affidavit, or other evidence, which places the application in condition for allowance; (2) a Notice of Appeal (with appeal fee) in compliance with 37 CFR 41.31; or (3) a Request for Continued Examination (RCE) in compliance with 37 CFR 1.114. The reply must be filed within one of the following time periods:

- a) ☒ The period for reply expires 4 months from the mailing date of the final rejection.
b) ☐ The period for reply expires on: (1) the mailing date of this Advisory Action, or (2) the date set forth in the final rejection, whichever is later. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of the final rejection.

Examiner Note: If box 1 is checked, check either box (a) or (b). ONLY CHECK BOX (b) WHEN THE FIRST REPLY WAS FILED WITHIN TWO MONTHS OF THE FINAL REJECTION. See MPEP 706.07(f).

Extensions of time may be obtained under 37 CFR 1.136(a). The date on which the petition under 37 CFR 1.136(a) and the appropriate extension fee have been filed is the date for purposes of determining the period of extension and the corresponding amount of the fee. The appropriate extension fee under 37 CFR 1.17(a) is calculated from: (1) the expiration date of the shortened statutory period for reply originally set in the final Office action; or (2) as set forth in (b) above, if checked. Any reply received by the Office later than three months after the mailing date of the final rejection, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

NOTICE OF APPEAL

2. ☐ The Notice of Appeal was filed on _____. A brief in compliance with 37 CFR 41.37 must be filed within two months of the date of filing the Notice of Appeal (37 CFR 41.37(a)), or any extension thereof (37 CFR 41.37(e)), to avoid dismissal of the appeal. Since a Notice of Appeal has been filed, any reply must be filed within the time period set forth in 37 CFR 41.37(a).

AMENDMENTS

3. ☒ The proposed amendment(s) filed after a final rejection, but prior to the date of filing a brief, will not be entered because
(a) ☐ They raise new issues that would require further consideration and/or search (see NOTE below);
(b) ☐ They raise the issue of new matter (see NOTE below);
(c) ☒ They are not deemed to place the application in better form for appeal by materially reducing or simplifying the issues for appeal; and/or
(d) ☐ They present additional claims without canceling a corresponding number of finally rejected claims.

NOTE: _____. (See 37 CFR 1.116 and 41.33(a)).

4. ☐ The amendments are not in compliance with 37 CFR 1.121. See attached Notice of Non-Compliant Amendment (PTOL-324).
5. ☐ Applicant's reply has overcome the following rejection(s): _____.
6. ☐ Newly proposed or amended claim(s) _____ would be allowable if submitted in a separate, timely filed amendment canceling the non-allowable claim(s).
7. ☒ For purposes of appeal, the proposed amendment(s): a) ☒ will not be entered, or b) ☐ will be entered and an explanation of how the new or amended claims would be rejected is provided below or appended.
The status of the claim(s) is (or will be) as follows:
Claim(s) allowed: _____.
Claim(s) objected to: _____.
Claim(s) rejected: 1-11,20-32 and 48.
Claim(s) withdrawn from consideration: 12-19,33-35 and 37-47.

AFFIDAVIT OR OTHER EVIDENCE

8. ☐ The affidavit or other evidence filed after a final action, but before or on the date of filing a Notice of Appeal will not be entered because applicant failed to provide a showing of good and sufficient reasons why the affidavit or other evidence is necessary and was not earlier presented. See 37 CFR 1.116(e).
9. ☐ The affidavit or other evidence filed after the date of filing a Notice of Appeal, but prior to the date of filing a brief, will not be entered because the affidavit or other evidence failed to overcome all rejections under appeal and/or appellant fails to provide a showing a good and sufficient reasons why it is necessary and was not earlier presented. See 37 CFR 41.33(d)(1).
10. ☐ The affidavit or other evidence is entered. An explanation of the status of the claims after entry is below or attached.

REQUEST FOR RECONSIDERATION/OTHER

11. ☒ The request for reconsideration has been considered but does NOT place the application in condition for allowance because:
See Continuation Sheet.
12. ☐ Note the attached Information Disclosure Statement(s). (PTO/SB/08) Paper No(s). _____.
13. ☐ Other: _____.

/Doug Hutton/
Supervisory Patent Examiner
Art Unit 2176

8/6/07

Continuation of 11. does NOT place the application in condition for allowance because: The Remarks filed on 08/01/2007 has been fully considered but they are not persuasive. Beginning on page 14 of 24 of the REMARKS (hereinafter Remarks), Applicant argues the following issues, which are accordingly addressed below.

Regarding the unamended portions of claims 1-11, 20-32, and 48 of Final Office Action Mailed 04/03/2007:

Applicant argues that Pope and Broadbent fail to teach "a document assembly production system." because Pope and Broadbent do not teach or suggest:

- i) a template associated with a class of document to be assembled for a type of transaction.
- ii) a document class having a plurality of document types typically associated with the corresponding transaction type.
- iii) each document type represents specific contractual provisions typically associated with completing the corresponding transaction type. (Remarks, Pages 14-22).

Firstly: Regarding claims 1-11, 20-32, and 48, Applicant argues, the Pope and Broadbent fail to teach "a document assembly production system." because Pope and Broadbent do not teach or suggest:

- i) a template associated with a class of document to be assembled for a type of transaction.
- See Remarks Page 14 through part of First Para of Page 15.

The Examiner disagrees.

As discuss in the Final Office Action mailed 04/03/2007, specifically Pope discloses a web-based system for automatically generating correspondence. The system includes a web server for generating web pages that are transmitted for remote viewing using a client browser, wherein the retrieved data and document template, generating a document that is transmitted back to the user for viewing and editing. Pope system also includes document generation software 34 that automatically generates business correspondence based upon inputs received at a personal computer 12 in the network, wherein the type of correspondence to be generated and an input variables section for identifying a subject of the correspondence document template and, using the retrieved data and document template; once the document type has been identified, and the information that is entered into the input variables section is used to identify the particular transaction (see Pope, Fig. 1, 5 and also para 6, para 24-26, para 29, and para 56). Using the broadest reasonable interpretation, the Examiner interprets the claimed class document as equivalent to the document type as taught by Pope. And because the Applicant invention specification discloses, "select a class of document to be assembled, and then prompts the user to select from a list of issues and matters those specific documents that are necessary for the business deal." (See Applicant invention specification para 31), and also see Applicants invention specification discloses, "Businesses engaging in complex involved transactions, referred to herein as "deals," such as commercial financing, mergers, acquisitions and real estate transactions, generate lengthy and complex documents in order to negotiate, finalize, and document such deals." (See Applicant invention specification para 2).

Also, see Broadbent fig. 9 and para 140, teaching Automated Compliance Engine, which is a rule based system, where each expression represents the 'if' part of a rule, and the subset of tasks associated with the expression represents the 'then' part of a rule.

Also, see Broadbent para 182, teaching for each loan product, a description containing the product attributes that are required for compliance analysis, such as whether ARM, fixed, balloon, index, etc. Each loan application is linked to this information via the loanproductld compliance parameter. Thus at the time of the invention, it would have been obvious to one of ordinary skill in the art of loans, mortgages, and business correspondence modified Broadbent teaching for processing each loan product, a description containing the product attributes that are required for compliance analysis, such as whether ARM, fixed, balloon, index, etc. Each loan application is linked to this information via the loanproductld compliance parameter to generate loans, mortgages, and business correspondence of Pope, that is provides an improvements to systems and methods for automatically generating business correspondence, and more particularly to advantageous aspects of systems and methods for integrating mainframe and client-server data into automatically generated business correspondence (See Pope Page 1, Para 2).

Therefore, Pope and Broadbent clearly teach, "a template associated with a class of document to be assembled for a type of transaction".

Secondly: Regarding claims 1-11, 20-32, and 48, Applicant argues, the Pope and Broadbent fail to teach "a document assembly production system." because Pope and Broadbent do not teach or suggest:

- ii) a document class having a plurality of document types typically associated with the corresponding transaction type.
- See Remarks Page 14 through part of First of Page 15.

The Examiner disagrees.

As discuss in the Final Office Action mailed 04/03/2007, specifically Pope discloses a web-based system for automatically generating correspondence, wherein the type of correspondence to be generated and an input variables section for identifying a subject of the correspondence document template and, using the retrieved data and document template; once the document type has been identified, and the information that is entered into the input variables section is used to identify the particular transaction (see Pope, Fig. 1, 5 and also para 6, para 24-26, para 29, and para 56). Also, see Broadbent fig. 9 and para 140, teaching Automated Compliance Engine, which is a rule based system, where each expression represents the 'if' part of a rule, and the subset of tasks associated with the expression represents the 'then' part of a rule. Also, see Broadbent para 182, teaching for each loan product, a description containing the product

attributes that are required for compliance analysis, such as whether ARM, fixed, balloon, index, etc. Each loan application is linked to this information via the loanproductld compliance parameter. Thus at the time of the invention, it would have been obvious to one of ordinary skill in the art of loans, mortgages, and business correspondence modified Broadbent teaching for processing each loan product, a description containing the product attributes that are required for compliance analysis, such as whether ARM, fixed, balloon, index, etc. Each loan application is linked to this information via the loanproductld compliance parameter to generate loans, mortgages, and business correspondence, where a document class having a plurality of document types typically associated with the corresponding transaction type of Pope, that is provides an improvements to systems and methods for automatically generating business correspondence, and more particularly to advantageous aspects of systems and methods for integrating mainframe and client-server data into automatically generated business correspondence (See Pope Page 1, Para 2).

Therefore, Pope and Broadbent clearly teach, "a document class having a plurality of document types typically associated with the corresponding transaction type".

Thirdly: Regarding claims 1-11, 20-32, and 48, Applicant argues, the Pope and Broadbent fail to teach " a document assembly production system. " because Pope and Broadbent do not teach or suggest:

iii) each document type represents specific contractual provisions typically associated with completing the corresponding transaction type - See Remarks Page 14 through part of First of Page 15.

The Examiner disagrees.

As discuss in the Final Office Action mailed 04/03/2007, specifically Pope discloses a web-based system for automatically generating correspondence, wherein the type of correspondence to be generated and an input variables section for identifying a subject of the correspondence document template and, using the retrieved data and document template; once the document type has been identified, and the information that is entered into the input variables section is used to identify the particular transaction (see Pope, Fig. 1, 5 and also para 6, para 24-26 , para 29, and para 56). Also, see Broadbent fig. 9 and para 140, teaching Automated Compliance Engine, which is a rule based system, where each expression represents the 'if' part of a rule, and the subset of tasks associated with the expression represents the 'then' part of a rule. Also, see Broadbent para 182, teaching for each loan product, a description containing the product attributes that are required for compliance analysis, such as whether ARM, fixed, balloon, index, etc. Each loan application is linked to this information via the loanproductld compliance parameter. Using the broadest reasonable interpretation, the Examiner interprets the claimed specific contractual provisions as equivalent to specific loan application as taught by Broadbent. And because the Applicant invention specification discloses, "Businesses engaging in complex involved transactions, referred to herein as "deals," such as commercial financing, mergers, acquisitions and real estate transactions." (See Applicant invention specification para 2). Thus at the time of the invention, it would have been obvious to one of ordinary skill in the art of loans, mortgages, and business correspondence modified Broadbent teaching for processing each loan product, a description containing the product attributes that are required for compliance analysis, such as whether ARM, fixed, balloon, index, etc. Each loan application is linked to this information via the loanproductld compliance parameter to generate loans, mortgages, and business correspondence, where a document class having a plurality of document types typically associated with the corresponding transaction type of Pope, that is provides an improvements to systems and methods for automatically generating business correspondence, and more particularly to advantageous aspects of systems and methods for integrating mainframe and client-server data into automatically generated business correspondence (See Pope Page 1, Para 2).

Therefore, Pope and Broadbent clearly teach, "each document type represents specific contractual provisions typically associated with completing the corresponding transaction type".

Fourthly: Regarding claims 1-11, 20-32, and 48, Applicant argues, the combination of Pope and Broadbent fail to render the obviousness under 35 U.S.C. 103 (a), See Remarks Page 23 Last Paragraph.

The examiner disagrees.

Following KSR direction as following: "SUPREME COURT OF THE UNITED STATES No. 04-1350 KSR INTERNATIONAL CO., PETITIONER v. TELEFLEX INC. ET AL. ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FEDERAL CIRCUIT [April 30, 2007], (page 2-3 of the court opinion) Following Graham v. John Deere Co. of Kansas City, 383 U. S. 1 (1966), the Court set out a framework for applying the statutory language of §103, language itself based on the logic of the earlier decision in Hotchkiss v. Greenwood, 11 How. 248 (1851), and its progeny. See 383 U. S., at 15-17. The analysis is objective: "Under §103, the scope and content of the prior art are to be determined; differences between the prior art and the claims at issue are to be ascertained; and the level of ordinary skill in the pertinent art resolved. Against this background the obviousness or nonobviousness of the subject matter is determined. Such secondary considerations as commercial success, long felt but unsolved needs, failure of others, etc., might be utilized to give light to the circumstances surrounding the origin of the subject matter sought to be patented." Id., at 17-18. While the sequence of these questions might be reordered in any particular case, the factors continue to define the inquiry that controls. If a court, or patent examiner, conducts this analysis and concludes the claimed subject matter was obvious, the claim is invalid under §103. Seeking to resolve the question of obviousness with more uniformity and consistency, the Court of Appeals for the Federal Circuit has employed an approach referred to by the parties as the "teaching, suggestion, or motivation" test (TSM test), under which a patent claim is only proved obvious if "some motivation or suggestion to combine the prior art teachings" can be found in the prior art, the nature of the problem, or the knowledge of a person having ordinary skill in the art. See, e.g., Al-Site Corp. v. VSI Int'l, Inc., 174 F. 3d 1308, 1323-1324 (CA Fed. 1999). KSR challenges that test, or at least its application in this case. See 119 Fed. Appx. 282, 286-290 (CA Fed. 2005). Because the Court of Appeals addressed the question of obviousness in a manner contrary to §103 and our precedents, we granted certiorari, 547 U. S. ____ (2006). We now reverse.

Using the broadest reasonable interpretation, and cites evidences above, the Examiner had found that Pope in view of Broadbent have taught all the limitation of the claimed invention, to support a proper 103 rejection. In addition, As discuss in the Response to Argument (Section First through Third) cites above, and the Final Office Action mailed 04/03/2007, thus the examiner has established "some motivation or suggestion to combine the prior art teachings" can be found in the prior art, the nature of the problem, or the knowledge of a person having ordinary skill in the art. See, e.g., *Al-Site Corp. v. VSI Int'l, Inc.*, 174 F. 3d 1308, 1323-1324 (CA Fed. 1999). KSR challenges that test, or at least its application in this case. See 119 Fed. Appx. 282, 286-290 (CA Fed. 2005).

For at least all the above evidence, and as discuss in the final rejection mailed 04/03/2007, therefore the Examiner respectfully maintains the rejection at this time.